

**Department of Design, Construction and Land Use
Request for Proposals – Training and Education
Questions/Answers (submitted after Proposer's Conference)**

- 1. Are there differences in requirements for insurance, indemnification, record keeping, terms of agreements, etc. identified by the city for any particular types of vendors/business (i.e. colleges, universities, sole proprietorships, etc)?**

There are differences in insurance and record keeping requirements which may be based on business types and/or contract scope/dollars. Again, these variations are not solely related to the type of vendor. Insurance requirements depend generally on: 1) the amount of the contract, 2) the nature of the coursework, and 3) an assessment of the level of risk to the City and to the public.

Because of the nature of the Training RFP's scope of work and the potential variables in the size of contracts that may be awarded, it is not possible to provide a single response indicating the specific differences in requirements.

The City of Seattle does wish to enable a wide range of size and type of bidders to compete for contracted work. With exceptions for course content checked in the Course List below, the City does not require documentation of insurance coverage for consultant contracts awarded for less than \$15,000. In addition, for Washington State public entity educational institutions, insurance requirements may be dispensed with so long as an indemnification is included.

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Note: Insurance usually required for courses checked as ☒

Course
<i>Site Team Course Work/Planners/Routing</i>
<input checked="" type="checkbox"/> Curriculum for certificate program for Temporary Erosion Sedimentation Control
<i>Electrical Inspectors Course Development</i>
<input checked="" type="checkbox"/> Grounding
<input checked="" type="checkbox"/> Electrical Safety
Sign Staff New Highway
<i>Courses for ASC and Address Team</i>
Dealing with Difficult Customers
Advanced GIS
Single Family Plan Review Series
<i>Courses for Building Inspectors</i>
Customer Service Skills for Inspectors: Part 1 (Customer Services Techniques) Part 2 (Communications and Conflict Resolution)
<i>Course Development and Design for HR and Training and Education Unit</i>
<input checked="" type="checkbox"/> Update on EEO laws, discrimination issues
Facilitation Skills for Public Meetings
Performance Management Workshops to support department-wide implementation
Manager/supervisor series (update – contents to be determined)
<input checked="" type="checkbox"/> Interviewing Basics
<i>Course Development and Design for Operations</i>
<input checked="" type="checkbox"/> Building Code for Construction
<i>Course Development and Design for the Public Resource Center</i>
Writing Public e-mails
<i>Course Development and Design for Long Range Planning</i>
New Highway for Planning staff
<i>Special Projects</i>
Consultation to Training Unit and training and education Advisory Board

In those instances where insurance is required, the type and amount of insurance required are established for all consultant contracts on a case-by-case basis. For the work described in this Training RFP, consultant contracts under \$15,000 are generally considered low or medium risk contracts and standard insurance coverages and limits may be applied without having a check list reviewed and approved by Risk Management. Evidence of insurance for consultant contracts consists of the Declaration pages of the required insurance policies with the forms and endorsements, including a copy of the actual policy endorsement naming the City of Seattle as additional insured. Acord certificates of insurance are a supplement to these, but are not accepted in lieu of them.

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For purposes of this RFP, there are otherwise no differences in the terms of agreements.

Following is the general language that appears in our standard Consultant contract for reference:

Section 13: INSURANCE

*** The insurance provisions included below are general purpose. For a particular consultant agreement, it may be necessary to increase or decrease the coverages and requirements as provided in these provisions. Departments may select from standard coverages and limits of liability for contracts that have been assessed as having "Low" or "Medium Low" Classification in the Risk Management Check List. Departments are required to confer with the Risk Management Division to determine the insurance requirements for consultant services that have been classified as having "Medium-high" or "High Risk" to the City.**

A. Insurance Required: The Consultant shall obtain and thereafter maintain continuously throughout the term of this Agreement, at no expense to the City, the insurance enumerated below. The City reserves the right to require the filing of evidence of insurance coverage to determine the Consultant's compliance with these requirements.

1. Commercial General Liability Insurance: A policy of commercial general liability insurance, written on an occurrence form, including all the usual coverages known as:

- Premises/Operations Liability
- Personal/Advertising Injury
- Contractual Liability
- Independent Contractors Liability
- Stop Gap or Employers Contingent Liability
- Fire Damage Legal

Such policy or policies must provide the following minimum coverage:

Combined Single Limit Bodily Injury and Property Damage

\$1,000,000	Each Occurrence
\$1,000,000	General Aggregate
\$1,000,000	Each Offense Personal & Advertising Injury
\$ 100,000	Each Occurrence Fire Damage

Stop Gap/Employers Liability:

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\$1,000,000 Each Accident
\$1,000,000 Disease – Policy Limit
\$1,000,000 Disease – Each Employee

Each policy shall be endorsed (by a blanket endorsement or otherwise) to include The City of Seattle, its employees and agents as additional insureds; shall include a "Separation of Insureds" or "Severability of Interests" clause, indicating essentially that, except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, the insurance applies as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought; and shall provide that its limits of liability shall not be cancelled without forty-five (45) calendar days prior written notice to the City, except for cases of non-payment of premiums, in which case prior notice shall not be less than ten (10) calendar days. In addition, the Consultant's insurance shall be primary and non-contributory to any coverage maintained by the City. The limits of such insurance shall not, however, limit the liability of Consultant hereunder. The Consultant shall promptly notify the City when the Consultant becomes aware of any material reduction in the limits of any insurance coverage required under this Agreement.

2. Business Automobile Liability Insurance: A policy of Business Automobile Liability, including coverage for owned, non-owned, leased or hired vehicles written on an insurance industry standard form (CA 00 01) or equivalent.

Such policy or policies must provide the following minimum limit of liability:

Combined Single Limit Bodily Injury and Property Damage
\$ 500,000 Each Occurrence

For incidental business use, a Personal Lines automobile liability insurance policy with the same minimum limit of liability may be substituted provided that evidence is shown that the City would be included as an additional insured under the "omnibus clause."

3. Errors and Omissions Liability Insurance: A policy of Errors and Omissions Liability Insurance appropriate to the Consultant's profession. Coverage should be for a professional negligent error, act or omission arising out of the scope of services shown in the Agreement. The policy form may not exclude:

- Bodily injury or Property damage
- Claims arising out of pollution for environmental work[†]
- Construction Administration or Management Services[†]
- Laboratory analysis[†]

[†]Only required if such services are to be performed under this Agreement.

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The minimum limit of coverage shall be \$1,000,000 per Claim/Aggregate.

4. Worker's Compensation: Worker's Compensation as required by applicable state law in the jurisdictions in which the Consultant is doing business.
- B. Claims Made Form and Deductibles: If any insurance policy is issued on a "claims made" basis, the retroactive date shall be prior to or coincident with the effective date of this Agreement. The policy shall state that coverage is "claims made," and state the retroactive date. The Consultant shall either maintain "claims made" forms coverage for a minimum of three years following the expiration or earlier termination of this Agreement, providing the City with a Renewal Certificate of Insurance annually; purchase an extended reporting period ("tail"); or execute another form of guarantee acceptable to the City to assure the Consultant's financial responsibility for liability for services performed.

Any deductible or self-insured retention must be disclosed on the required certificate and is subject to approval by the City. The cost of any claim payments falling within the deductible shall be the responsibility of the Consultant.

- C. Evidence of Insurance: If evidence of insurance coverage is required, the Consultant shall provide the City's Risk Management Administrator and **[*insert title of department head]** with an original standard form ACORD Certificate of Liability Insurance with attached declaration page to verify Errors and Omissions liability coverage, signed by a licensed insurance agent or broker authorized to do business in the State of Washington, showing the insuring company and policy effective dates. The City reserves the right to obtain a complete certified copy of any policy required by this Agreement, including all forms and endorsements.
- D. Insurance Policy Rating: All policies shall be issued by a company rated A-: VII or higher in the A.M. Best's Key Rating Guide and licensed to do business in the State of Washington (or issued as a surplus line by a Washington Surplus lines broker), and shall be subject to approval by the City.
- E. Self-Insurance: If the Consultant is self-insured for any of the risks for which insurance is required, the Consultant shall so indicate in a letter signed by an authorized representative of the Consultant, indicating whether the self-insurance is actuarially funded and the fund limits, and accompanied by an original standard form ACORD Certificate of Liability Insurance signed by a licensed insurance agent or broker authorized to do

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business in the State of Washington if it is necessary to evidence excess coverage to meet the requirements of this Agreement. All self-insurance is subject to the City's prior approval and the City reserves the right to request documentation in addition to that stated in this paragraph to determine the acceptability of any self-insurance.

- F. Subconsultants: The Consultant shall ensure that each of its subconsultants names The City of Seattle, its employees and agents as additional insureds on any liability insurance maintained with regard to the Work, and that all insurance policies shall be made available to the City for inspection upon request.